

Professional Advisors Toolkit



First Community
Foundation Partnership

OF PENNSYLVANIA

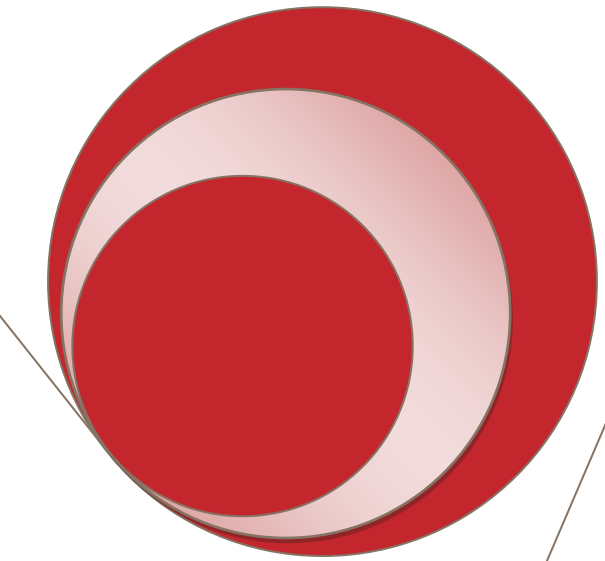


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About First Community Foundation Partnership of Pennsylvania

The First Community Foundation Partnership of Pennsylvania works regionally and locally to bring together people, partners and places to grow local giving and investment, strengthen area organizations and results, and take on the critical issues and efforts needed to build vibrant communities and a thriving north central Pennsylvania region.

The Community Foundation is a vehicle through which individuals, families and businesses can make gifts, current or deferred, to benefit our local communities, launch unique public benefit initiatives, or simply assist a favorite non-profit with a permanent stream of income.

1. *We are experts in the field of philanthropy, and we take pride in knowing the intricacies of all charitable vehicles while staying up-to-date on current tax laws.*
2. We can help you create timely, flexible giving arrangements that meet your clients' personal charitable passions.
3. *We offer free consultation services to donors and their professional advisors to help determine whether a charitable gift makes sense for them; and if so, the best way to structure that gift to meet their charitable objectives.*
4. We don't just give money away. Our program staff maintains long-term relationships with local nonprofits, allowing us to offer sound guidance to donors about community needs and charitable opportunities.

5. *We make charitable giving accessible to everyone. Gifts to existing funds can be made for any amount, and new funds can be established for \$25,000.*

We tell people: If you can dream it, we can probably help you make it happen. However, while we are charitable gift planning specialists, we are not attorneys, CPAs, or financial advisors to our donors. Our donors, and your clients, depend on you—the professional—to develop an estate, retirement, and/or financial plan that best meets their overall, long-term needs.

Contact Information

Office Location & Mailing Address:

First Community Foundation Partnership of Pennsylvania
FCFP Philanthropy Center
201 West Fourth Street
Williamsport, PA 17701

Jennifer D. Wilson, President & CEO
jenniferw@fcfpartnership.org

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General email:
fcfp@fcfpartnership.org



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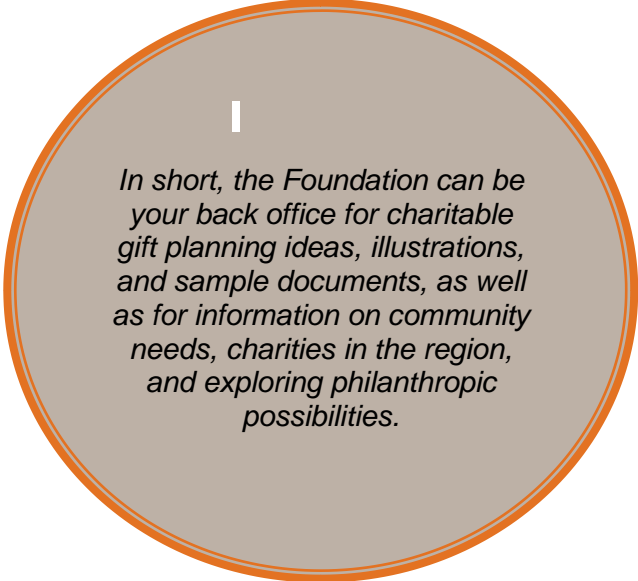
Getting Started with your Clients

As a professional advisor, you are in a position to explore with your clients their philanthropic interests and goals. Getting started with your clients is simply engaging in a conversation and we would suggest the following philanthropic questions to begin with:

- Do I have clients who care deeply about their local community?
- Do they place a priority on sound financial management of their contributions?
- Are they considering the creation of a private foundation, but are interested in exploring other options?
- Do they want to receive maximum tax benefit for their charitable contributions?
- Would they like to stay personally involved in the use of their gift dollars?
- Are they interested in creating a personal or family legacy?
- Do they give to more than one charitable cause?

When the answer is “yes” to any one of these questions, the Community Foundation can be a source of expertise and ideas.

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In short, the Foundation can be your back office for charitable gift planning ideas, illustrations, and sample documents, as well as for information on community needs, charities in the region, and exploring philanthropic possibilities.

While the Foundation is a public charity, it does not promote a particular charitable cause. Our primary “line of business” is attracting and administering charitable, named endowments for our communities and for the donors who create them. Grouping these named endowments within the administrative umbrella of a single public charity can create significant economies of scale, and enhanced investment alternatives, for your clients.

Our objective is to help you help your clients. Because charitable giving can be both a practical planning tool and a medium for serving the social or spiritual needs of individuals to “give back” or “live on” in the community, the Community Foundation can be a valuable resource to you in addressing both the financial and the very personal priorities of your clients. This toolkit was designed to give you an overview of the services and illustrate how it will help your donors accomplish personal philanthropic, as well as, estate and financial planning goals.

Charitable giving strategies can be problem-solving options in a number of situations and should be explored when discussing:

- Estate Planning and related issues, such as, drafting of wills and trusts
- Succession planning or sale of a business
- Retirement planning
- Major life events such as divorce and re-marriage, planning for children’s and grandchildren’s education and deaths
- Anticipated financial windfalls
- Disposing of major assets; such as, rental properties, family farms, and second homes

Our History and a Word on Component Fund Status

History

On **November 20, 1916**, the **Williamsport Foundation or Community Trust was created** by resolution of the Board of Directors of Northern Central Trust Company, predecessor of West Branch Bank and Trust Company. The Community Trust status was maintained until 1989.

A petition was filed requesting the conversion of the assets of the Community Trust to a corporate entity named the Williamsport Lycoming Foundation. An Order of the Lycoming County Court of Common Pleas, Orphan's Court Division was issued on **August 14, 1990**, authorizing that all trusts heretofore and hereafter established for the benefit of the Williamsport Foundation of the Williamsport-Lycoming Foundation shall be deemed held for the benefit of the Williamsport Lycoming Foundation, a Pennsylvania nonprofit corporation.

Danville Area Community Foundation became a component as of September 22, 1999.

On September 18, 2003, a petition was filed to amend the provisions of the order, dated August 14, 1990, which lend themselves to the ambiguous interpretation that a trust relationship exists between the corporate asset components and the holders of those components, thereby eliminating burdens unreasonably out of proportion to the charitable benefits of being corporate assets of a community foundation. An

Order of the Lycoming County Court of Common Pleas, Orphan's Court Division was issued, approving that all trusts currently held by the Trustees consenting to the Petition for the benefit of the Williamsport Foundation or the Williamsport Lycoming Foundation shall be deemed held as assets of the corporation, not in trust, but as corporate assets.

The Articles of Amendment application to **change the Foundation's name to First Community Foundation of Pennsylvania was approved by the Commonwealth of Pennsylvania Department of State on September 3, 2004.**

Union County Community Foundation was established as a component of First Community Foundation of Pennsylvania on January 26, 2005.

Partnership was added to the name in 2010. The official name of the Foundation is First Community Foundation Partnership of Pennsylvania.

Component Fund Status

With the change from Community Trust to Corporate form and to ensure that a charitable fund qualifies as a component of the Community Foundation, **the fund document must be consistent with the Foundation's fund agreement requirements, and must include wording that the intent is that such a fund be a component of the First Community Foundation Partnership of Pennsylvania.**

Without component status within a community foundation, charitable funds could be deemed subject to private foundation rules, some of which include the payment of an excise tax on investment income, filing of a separate IRS tax return, and other burdensome requirements.

Professional advisors and their clients should also understand that because component funds receive considerable tax and administrative benefits, all components of a community foundation must be subject to the community foundation's governing documents (in our case Articles of Incorporation and Bylaws) and a common governing body (the Foundation's Board of Directors). The presence of a common governing document and governing body are required by the Treasury regulations that regulate community foundations. Part of these **regulatory requirements include the presence of a variance power, allowing the governing board to modify the intent of a fund when it becomes impossible or impractical to fulfill and the ability to remove an investment manager under certain circumstances.**

Please know that the Foundation Board and staff will do everything in its power to fulfill the intent of its donors over time and will only exercise its variance power under the most compelling of circumstances (i.e., an agency goes out of business, becomes for-profit, significantly alters its mission from what the donor intended).

Giving Now

Through the Community Foundation, your clients can create a personal philanthropic legacy tailored to their specific needs and interests. The fund may bear the name of the donor, a loved one, or it may remain anonymous. Your clients may specify general or specific charitable purposes. Grants are awarded in the name of the fund, allowing an individual or family to live on in the community for generations to come.

There are a variety of funds you can establish. The type of fund you choose will reflect your values, personal preferences and the degree to which you want to be involved in grant recommendations. Below are the different fund opportunities.

Unrestricted Funds

Your community's needs change over time. When you establish an unrestricted fund, you are assuring that those needs will always be met. Unrestricted funds allow the Foundation to continually evaluate your community's needs and direct your gift to areas of greatest impact. Your unrestricted fund assures you that your gift will be directed by those who know the community best—your Community Foundation.

Donor Advised Funds

A donor advised fund is a very personal approach to giving. Each year you make recommendations for the distribution of grants from your fund. Donor advised funds can also help pass on your philanthropic values to family members by involving them in the recommendations.

Organizational Endowment Funds

Creating an organizational endowment through your Community Foundation assures low cost fund administration and access to professional investment management opportunities, all the while creating permanent funding for nonprofit organizations.

Administrative Endowment Funds

You can contribute gifts of any size to FCFP's Administrative Endowment Fund. The Administrative Fund enables us to promote, develop and increase philanthropy in every corner of Northcentral Pennsylvania.

Scholarship Funds

Give the gift of education by establishing a scholarship at the Community Foundation. The donor determines the scholarship requirements, which may include grade point average, course of study, geographic area or extracurricular achievements. Scholarships may be established by individuals, families, companies or organizations.

Field of Interest Funds

A field of interest fund benefits a broad area of community life that reflects your values and interests such as education, arts, environment, children, social services or a particular geographic area. Rather than being directly involved in how the money is distributed each year, you give the Community Foundation the flexibility to assess needs and direct funds to an organization or charity within your field of interest.

Designated Funds

A designated fund supports a nonprofit organization in your community you choose to benefit. Under the management of the Community Foundation, your gift will grow and help your favorite charity to sustain and develop in perpetuity.

Corporate Donor Advised Funds

Businesses that wish to leverage their community outreach can establish a Corporate Donor Advised Fund. Whether for a small business or a Fortune 500 company, corporate donor advised funds allow your organization to streamline its community giving and helps to strengthen the organization connection with the community. Very similar to a donor advised fund, your organization recommends the grant recipients, with optional counsel of our expert staff. We handle everything else.

Since 1916, we have helped countless donors and their professional advisors find solutions to make the most of their generosity!

Ways to Give

One of the benefits of making a gift to the Community Foundation is the flexibility the Foundation can provide.

Whether your clients want to give a gift now or plan a gift for later, the Community Foundation's staff can assist in tailoring the charitable gift to meet your client's goals for giving.

We offer a wide range of gifting options and vehicles. Your clients can establish a fund or add to an existing fund. Since we are recognized by the Internal Revenue Service as a public charity, your clients are provided with the maximum tax benefits allowed by law. Once the fund is established, additional contributions can be added at any time and in any dollar amount.

Cash

Cash gifts are the simplest way to give, whether you wish to establish a fund or add to an existing fund. Gifts may be mailed or delivered personally to the Community Foundation office.

To make a cash donation by credit card, visit our website at www.fcpartnership.org.

To make a cash donation by check, mail your check to:
First Community Foundation Partnership of Pennsylvania
201 West Fourth Street
Williamsport, PA 17701

Appreciated Assets

The Community Foundation accepts most appreciated assets as gifts. These may include stocks, bonds, mutual fund shares, closely-held stock, real estate and other property.

Personal Property

The Community Foundation can accept jewelry, artwork, collections, equipment, software or gas and oil wells as gifts.

Private Foundation

A family or private foundation can make a grant to any fund at the Community Foundation or it can transfer its assets to a donor advised fund at the Community Foundation, maintaining the ability to advise on grant recommendations while being relieved of regulatory, administrative and excise tax burdens.

There are many ways to give through the First Community Foundation Partnership of Pennsylvania. Above are some of the most common methods that philanthropists choose. There are some special rules that apply to some types of charitable donations. Please discuss your client's plans with the Community Foundation ahead of time.

Visit the Foundation's website at www.fcpartnership.org for more charitable, estate, financial, and tax planning strategies and sample plan illustrations. You may also contact us at 570-321-1500.

Endowed or Pass-Through Funds

Funds are established to meet donors' charitable objectives. In most cases, donors establish permanently endowed funds; but we do have pass-through funds.

Endowed Funds

Donors who wish to make a substantial gift that lasts in perpetuity establish a permanently endowed fund. A percentage of the interest is spent annually, protecting the principal of the fund for future years.

Pass-Through Funds

Donors may establish a fund that is designed to spend some or the entire principal. This is called a "pass-through" fund.

Building a Custom Plan

Each donor approaches charitable giving with a unique intent. The Community Foundation can help you determine the method of giving and type of fund that best fulfills that intent for your client.

For more information, including a free consultation, please contact us at 570-321-1500.

Investment Management

Investment and Spending Policy

The purpose of the First Community Foundation Partnership of Pennsylvania's Investment and Spending Policies is to support current, as well as future, grantmaking and administrative needs, while ensuring the inflation-adjusted spending power of the Foundation's charitable assets over time. The Board of Directors is responsible for the organization's fund. The Board appoints an investment committee to oversee all investment decisions.

Because the Foundation is a community foundation, the vast majority of its assets comprise permanent endowments for unrestricted and donor-designated charitable needs. With an investment time horizon of essentially forever, the Board of Directors takes a long-term view in setting and monitoring the impact of these policies.

The annual cash payment of all funds, except those funds containing illiquid assets (such as certain real estate or other property) will be 5.0% of the average market value, using a 20-quarter trailing average. For funds less than five years old, the market value will be of the average of all quarterly market values to date. This payout will be used to meet both grantmaking and administrative needs.

For a copy of the Investment and Spending Policy, please visit our website at www.fcfpartnership.org.

Donor Recognition

Many donors hope that their leadership will inspire others to give. Other donors prefer to remain anonymous. Still others want to honor or memorialize a loved one.

The name of every fund at the Community Foundation appears in our annual report.

To honor the foresight of your clients and their generosity and your partnership to fulfill their charitable desires, we have created these Societies:

Silver Circle Society—Recognizes outright lifetime giving of \$25,000 or more

Bronze Bridge Society—Recognizes outright giving of \$1,000 or more, annually

Legacy Society—Recognizes any gift through a planned or deferred gift

Door Opener Society—Recognizes professional advisors who have helped their clients realize their charitable dreams

The Foundation utilizes a professional investment consultant to advise the Foundation on our investment strategies. The Foundation's investment consultant is SEI. For more information on SEI, you may visit their website at www.seic.com.

Donor Investment Management Preferences

While the Foundation will consider the preferences of donors in investing its charitable assets, its Board of Directors holds ultimate responsibility (as required by Treasury regulations) for all investment decisions. Donors may request to work with a specific bank or investment manager as long as the following criteria are met:

- ❖ A donor may request that the Foundation use a money manager, other than the fund managers the Foundation currently employs.
- ❖ The Board has established a minimum of \$500,000 (aggregate of all donor funds) managed by a money manager (this minimum can be achieved over a 12 month period).
- ❖ The donor recognizes that the fees and expenses charged by his or her chosen money manager will be deducted from the total return of the Fund.
- ❖ The donor and money manager recognize the financial policies (Investment and Spending Policy and the Administrative Fee Schedule) of the Foundation to the donor's Fund.
- ❖ The money manager will be requested to utilize mutual funds or other money management type products to achieve the required asset allocation as described in the Foundation's Investment and Spending Policy, or to be a part of the Foundation's overall Charitable Pool's asset allocation.

Advisors are strongly encouraged to have documents reviewed by the Foundation and to discuss donor preferences prior to finalizing them. The Foundation is delighted to accept most gifts and charitable funds. However, we cannot accept funds, nor can we accept investment relationships, whose initiating documents can be interpreted as not complying with IRS, Treasury, and State regulations affecting both the fund and the Foundation. The Foundation will require that such documents be modified to incorporate appropriate wording and that investment firms/banks have a written agreement in place with the Foundation prior to acceptance of a given fund or other charitable contribution.

Donor Advised Funds as Alternative to Private Foundations

If your client is considering establishing a private foundation to carry out their charitable interest, they may wish to consider establishing a donor advised fund with the Community Foundation.

Beginning and operating a private foundation is an expensive and time-consuming proposition. A donor advised fund can be created in a matter of minutes and with no costs involved.

Once the fund is established, the donor provides advice to the Community Foundation about where gifts from the fund should be made.

At the end of the donor-advising period, the remaining principal is used to create a fund to benefit an organization or cause of the donor's choice, or placed in the Community Foundation's unrestricted pool to be used to meet the most pressing needs. The guidelines for these funds are agreed upon when the agreement is signed.

Philanthropy:
Works or endeavors, as charitable aid or endowments, intended to increase the well being of human kind.

When Your Client is a Corporation

Corporations are often inundated with requests for contributions. This can result in an unfocused program of corporate giving and significant administrative expense. Some corporations may be unable to budget a consistent flow of charitable dollars.

By setting up a Corporate Donor Advised Fund at the Community Foundation, corporations can simplify and focus the giving process. The Community Foundation handles the administrative paperwork, check writing, investment oversight and grantmaking at a low cost.

A Corporate Donor Advised Fund can provide a dependable stream of income to meet the company's charitable obligations, even during years when cash flow is tight. In good times, the company can add to the fund, thereby providing flexibility to even out the highs and lows inherent in most business cycles.

Transferring an Existing Private Foundation

Many private foundations are attracted to community foundations to honor an original donor's charitable intent while realizing significant tax and management advantages over private foundation status that can allow more efficient use of charitable resources.

The process of transferring a private foundation can vary. Initial decisions include whether some or all of the current donors want to remain in an advisory capacity to the new fund, whether the fund should retain the name of the private foundation and what purposes are assigned to the new fund.

Counsel for the private foundation and counsel for the Community Foundation work together to create a transfer plan. The plan will include a thorough review of the private foundation's organization documents with particular emphasis on any termination instructions. In some cases, a final accounting of the private foundation and a petition to the Orphan's Court may be required.

The transfer terms and intended use of the fund will be outlined in a simple fund agreement, often no more than two pages long.

Some private foundations need to engage in a two-step dissolution process to insulate themselves from IRS liabilities.

Please give us a call at 570-321-1500 to learn more about ways to honor the intent of a private foundation while providing a smooth transition to a fund at the Community Foundation.

Giving Later

With a planned gift to the Community Foundation, your clients can be assured that their charitable intentions will be realized. The Community Foundation can facilitate a number of planned giving options. We will work with you and your clients to ensure that their planned gift is integrated with their charitable passions.

Bequest—A charitable bequest is the most common form of planned giving. Give to favorite causes or charities by way of a bequest in a will or living trust. Your client may designate a dollar amount or give a percentage of their estate.

Retirement Plans and Life

Insurance—Donors can use assets held in an individual retirement account (such as IRA, 401(k), 403(b)). Many donors choose to donate all or part of their retirement plan to the Community Foundation. These accounts, while very attractive to defer tax during lifetime, are the most heavily taxed assets in an estate at death.

Charitable Remainder Trusts

allow your client to transfer assets to a trust, take an immediate tax deduction and receive an income stream for his or her life. The amount of the deduction varies with the age of the income beneficiary(s). When the trust term expires, the remainder is contributed to a pre-established fund at the Community Foundation.

Charitable Lead Trusts—

Creation of a charitable lead trust can provide temporary income to the Community Foundation for a period of years. A lead trust provides substantial income or gift tax and estate tax benefits. It can also maximize the assets that eventually pass to your client's family.

Charitable Gift Annuities allow a donor to make a substantial gift to charity while retaining the right to a life income. In the case of Charitable Gift Annuities, that income is a fixed amount, based on tables published by the American Council on Gift Annuities, which include an analysis of donor life expectancy.

A donor may defer the receipt of the income for one or more years, which will increase the ultimate payout. This is known as a Deferred Gift Annuity and is often used as a supplemental retirement plan for individuals who have already contributed the maximum amount to their qualified plan.

Unlike Charitable Remainder Trusts, the income from a Charitable Gift Annuity is guaranteed by the Community Foundation and backed by the Foundation's unrestricted assets.

First Community Foundation Partnership of Pennsylvania allows donors to establish a Charitable Gift Annuity to benefit any qualifying nonprofit organization that has an organizational endowment with the Community Foundation.

Our Mission

The First Community Foundation Partnership of Pennsylvania works to improve quality of life in north central Pennsylvania through community leadership, the promotion of philanthropy, the strengthening of nonprofit impact and the perpetual stewardship of charitable assets.

Tools to Complete the Charitable Gift

Many people come to a point in their lives where they feel inclined to give back. They do so for a number of reasons, all very personal to them.

For as many motivations as there are to give, there are ways of giving. The key to having a rewarding giving experience is finding the best fit. This toolkit was designed to help you assist your clients determine the custom giving solution that's right for them. The remaining pages are sample documents, wording and policy and procedures for your reference.

We hope that as you work with your clients that you will reach out to us here at the Community Foundation—as partners, we are:

“Creating Powerful Communities through Passionate Giving”

Sample Bequest Language

Bequest to Create a Permanent Unrestricted Fund

“I give (describe the assets to be distributed) to the First Community Foundation Partnership of Pennsylvania (the “Foundation”), an incorporated Pennsylvania nonprofit community foundation and public charity to establish a permanent, endowed fund to be called (name of donor or family member being recognized or other name) Fund. The Fund being established shall be an unrestricted fund to be used by the Foundation to further its charitable purposes. It is my intention that this fund shall be a component fund of the Foundation, and not a separate trust or private foundation, and shall be administered under and subject to the terms and conditions set forth in the Foundation’s governing documents, including all Articles of Incorporation and By-Laws as are from time to time amended.”

Bequest to Create a Permanent Designated, Field of Interest or Scholarship Fund

“I give (describe the assets to be distributed) to the First Community Foundation Partnership of Pennsylvania (the “Foundation”), an incorporated Pennsylvania nonprofit community foundation and public charity to establish a permanent, endowed fund to be called (name of donor or family member being recognized or other name) Fund. The Fund being established shall be (type of Fund—designated, field of interest or scholarship) to be used by the Foundation to (describe purpose, such as specific charities, scholarship awards, area of interest, geographic area. If more than one charitable beneficiary, specify percentage of annual income to be allocated to each). It is my intention that this fund shall be a component fund of the Foundation, and not a separate trust or private foundation, and shall be administered under and subject to the terms and conditions set forth in the Foundation’s governing documents, including all Articles of Incorporation and By-Laws as are from time to time amended.”

Professional Advisors and their clients are encouraged to contact the Community Foundation prior to finalizing bequests to assure that the Foundation will be able to fulfill the intentions of each donor and properly administer each fund.

Administrative Fees

There are costs associated with administering a fund at the Community Foundation. These costs include the bookkeeping and auditing of each fund, as well as staff time devoted to investment oversight, grantmaking and exercising the required due diligence over grants from funds. Fees help pay for these professional services.

With support from fees and direct donations for operations, the Community Foundation responds to community needs, convenes organizations around important issues, tracks community trends and serves as a conduit for additional resources. In this sense, fees are more than simple charges for the delivery of professional services associated with funds; they are an important contribution to the community itself.

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- **Permanent Endowments Funds:**

A fee of 1.00% on the fair market value of the fund.

A minimum annual fee of \$250 is charged for endowed funds with a market value of \$25,000 or below. The fee of all funds, except those containing illiquid assets (such as certain real estate or other property is calculated on the average market value), using a 20-quarter or 5-year trailing average and net of financial management fees is taken annually. For funds less than five years old, the market value will be the average of all quarterly values to date.

- **Pass-Through Funds:**

A fee of 5% of the market value on the date of the gift will be charged to all pass through gifts upon receipt of such gifts. Pass-through gifts are defined as those that are not contributed as permanent gifts and that will be managed by the Community Foundation for a period of less than one year.

Wire Transfer Instructions

Bank Name: Wells Fargo Bank, NA

Address: 420 Montgomery Street, San Francisco, CA 94104

ABA Number: 121000248

Account Name: SEI Private Trust Company.

Account Number: 2000003418367

For further credit to: First Community Foundation Partnership of Pennsylvania,
Account Number 210040-STK

Electronic Stock Transfer Instructions

Gifts of Securities

Gifts of appreciated securities are an excellent way to support your Community Foundation. By giving appreciated stocks, bonds, mutual fund shares and related assets, donors bypass capital gains taxes and receive an immediate income tax deduction for the full market value of the security, as provided by law. Depending on one's income tax bracket and capital gains rate, gifts of appreciated securities "cost" a donor much less than the value of the gift to our community foundation.

How to Make a Gift of Securities (Advice for your Client)

Giving securities is an easy process—once you provide your Broker and the Community Foundation with basic information about the nature of your gift. *(If you wish to transfer mutual fund shares or if you are transferring stocks/bonds that you hold in paper form, please contact us for additional information and assistance.)*

1. Call the Foundation at the number below to discuss your gift intentions to assure that we can accept your securities and help you maximize the benefits of your donation. To facilitate your gift, we'll need to know what assets you wish to donate as well as the name & phone number of your brokerage firm.
2. Send a brief letter, authorizing your gift, to your brokerage representative. **A Sample Gift of Securities Authorization Letter is attached as a guide.** Be sure to show your name and brokerage account number ***exactly as it appears on your brokerage account statement.*** Additionally, be sure to include the Foundation's brokerage account information ***exactly as shown*** on the attached sample letter.
3. Mail or fax your authorization letter to your broker and send a copy to the Foundation via the address or fax number printed below (please include your brokerage representative's phone number on the copy).

Special Considerations

- Be sure that you have held the securities you plan to donate for **at least 12 months** in order to take a charitable income tax deduction for the ***full market value***. Securities held for ***less than 1 year*** are only deductible at their ***cost basis***.
- Be sure that your letter indicates that you wish to ***transfer*** securities to us. ***If your brokerage firm sells the stock and gives us the proceeds, you will not bypass capital gains taxes.***
- The value of your gift is the median of the high and low selling price of your donated securities on the date ownership is transferred to us. We will confirm the details of your gift and send you an acknowledgement letter.

If you have questions, concerns, or need assistance in any way, please call Michael Vuocolo, Director of Planned Philanthropy; Jason McCahan, Director of Strategic Philanthropy; or Jennifer Wilson, President & CEO at (570) 321-1500.

Sample Gift of Securities Authorization Letter

Your Name
Your Mailing Address
Your City, State, Zip Code
Your Phone Number

Date

Name of Your Brokerage Representative
Your Brokerage Company
Mailing Address
City, State, Zip Code

Dear Your Brokerage Representative:

I wish to transfer _____ shares of _____ from my brokerage
of shares name of stock or bond
account number _____ at

_____ at
show account number exactly as listed on your brokerage account *name of your brokerage firm*

to the First Community Foundation Partnership of Pennsylvania as a charitable contribution.

The shares are to be transferred to the First Community Foundation Partnership of Pennsylvania's brokerage account at SEI Private Trust Company. The Foundation's brokerage account information is:

Brokerage DTC: 2039
Institution #: 94952
Agent Internal Account #: 11102-C
Brokerage Firm: SEI Private Trust Company
ATTN: STAS Team
One Freedom Valley Drive
Oaks, PA 19456-9907

Representative: SEI STAS Account Manager

Please make the appropriate contact with the Foundation's brokerage firm and complete this transfer as soon as possible. If you have questions, you can reach me at the address and phone number listed above.

Sincerely,

YOUR NAME & SIGNATURE

cc: Michael Vuocolo, Jason McCahan or Jennifer Wilson

First Community Foundation Partnership of Pennsylvania
Insert Name of Fund
DESIGNATED FUND AGREEMENT

This Designated Fund Agreement (“Agreement”) dated (Insert Date) is by and between (Insert Donor name) (individually and if more than one person, individually and collectively, “the Donor”), (address) and the First Community Foundation Partnership of Pennsylvania (“the Foundation”), 201 West Fourth Street, Williamsport, PA 17701.

Background

Optional paragraph on background of donor and fund creation. Include relationship with community and/or organization.

Terms and Conditions

The Donor is making a gift to the Foundation of (insert amount of gift, number of shares of stock, or other description of donated property) . Delivery of said property constitutes an outright irrevocable gift to the Foundation upon the Foundation’s acceptance of the gift to be used by the Foundation in carrying out its charitable purposes as set forth in the Foundation’s Articles of Incorporation and Bylaws which shall be held and distributed by the Foundation upon the following terms and conditions:

1. A [*permanent or non permanent*] fund shall be established on the books of the Foundation which shall be known as the Fund (“the Fund”).
2. The Fund is established to benefit (the organization named by the Donor) _____, Pennsylvania through grants made to deserving and qualified non-profit entities as set forth in Section 5 below.
3. The Fund shall include the property received from the Donor, such property as has been or as may be, from time to time, transferred to the Foundation by the Donor for inclusion in the Fund, and such property as may, from time to time, be received by the Foundation from any other source, if accepted by it for inclusion in the Fund, and all income from the foregoing property. Those assets will be held for charitable purposes of the community in accordance with this Agreement and the governing policies of the Foundation, subject to the provisions of the Foundation’s governing policies for the acceptance and rejection of gifts.
4. The Fund shall be the property of the Foundation held by it in its normal corporate capacity, subject to its governing documents (as may from time-to-time be amended), and administered by its Board of Directors (“the Board”) and staff; it shall not be deemed a trust fund held by it in a trustee capacity.
5. The purpose of the Fund shall be to provide grants from the Fund’s income [*if non permanent add and principal*] for the benefit of (name of a programmatic area of interest) in the geographic area designated in Section 2.

- 6. Income shall be calculated as a percentage of the market value of the Fund using a total return investment and spending approach as provided for in the Foundation's Investment & Spending Policies (as may from time-to-time be amended). The Foundation shall have the ultimate authority over and control of all property in the Fund and all distributions from the Fund. The Board shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Board such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served.
- 7. The Foundation will provide all appropriate accounting and related financial management services associated with the Fund. Assets of the Fund may be commingled for purposes of investments with other assets of the Foundation. Control over the investment or reinvestment of such assets and the asset management of the Fund will be exercised exclusively by the Foundation.
- 8. The Fund will be assessed an administrative fee as provided by the Foundation's current Investment & Spending Policies. The Fund will be assessed an investment management fee in accordance with the fees charged by the mutual funds or investment managers used by the Foundation.
- 9. The Fund shall be a component part of the Foundation and not a separate trust, and nothing in this Agreement shall affect the status of the Foundation as an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, and as an organization which is not a private Foundation within the meaning of Section 509(a) of the Code. The Fund will be administered in accordance with all federal, state and local laws governing community foundations and Internal Revenue Service regulations applicable to the grants to be awarded from the Fund. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirement of the foregoing provisions of the federal tax laws and regulations issued pursuant thereto. The Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions of the Internal Revenue Code of 1986 shall be deemed references to the corresponding provisions of any future Internal Revenue Law.

DONOR

WITNESS

OFFICER NAME
OFFICER TITLE
First Community Foundation
Partnership of Pennsylvania

WITNESS

First Community Foundation Partnership of Pennsylvania
Insert Name of Fund
DONOR ADVISED FUND AGREEMENT

This Donor Advised Fund Agreement (“Agreement”) dated (Insert Date) is by and between (Insert Donor name (individually and if more than one person, individually and collectively, “the Donor”), (address) and the First Community Foundation Partnership of Pennsylvania (“the Foundation”), 201 West Fourth Street, Williamsport, PA 17701.

Background

Optional paragraph on background of donor and fund creation. Include relationship with community and/or organization.

Terms and Conditions

The Donor is making a gift to the Foundation of ____ (insert amount of gift number of shares of stock, or other description of donated property) _____. Delivery of said property constitutes an outright irrevocable gift to the Foundation upon the Foundation’s acceptance of the gift to be used by the Foundation in carrying out its charitable purposes set forth in the Foundation’s Articles of Incorporation and Bylaws which shall be held and distributed by the Foundation upon the following terms and conditions:

1. A (*permanent or non permanent*) fund shall be established on the books of the Foundation which shall be known as the _____ Fund (“the Fund”).
2. The Fund is established to benefit (insert geographic field) _____, Pennsylvania through grants made to deserving and qualified non-profit entities as set forth in Section 5 below.
3. The Fund shall include the property received from the Donor, such property as has been or as may be, from time to time, transferred to the Foundation by the Donor for inclusion in the Fund, and such property as may, from time to time, be received by the Foundation from any other source, if accepted by it for inclusion in the Fund, and all income from the foregoing property. Those assets will be held for charitable purposes of the community in accordance with this Agreement and the governing policies of the Foundation, subject to the provisions of the Foundation’s governing policies for the acceptance and rejection of gifts.
4. The Fund shall be the property of the Foundation held by it in its normal corporate capacity, subject to its governing documents (as may from time-to-time be amended), and administered by its Board of Directors (“the Board”) and staff; it shall not be deemed a trust fund held by it in a trustee capacity.
5. The Donor shall have the right and the responsibility to recommend distributions of the Fund’s income [*if non permanent add and principal*] to the Foundation. It is understood that these recommendations are advisory in nature. Fund distributions will not be made for memberships, pledges, sponsorships whereby the Donor receives a benefit other than donor recognition, tickets, or for any purposes that would otherwise provide a benefit to the Donor. It is the Foundation’s policy that distributions from donor advised funds may not be to any specific individual or to organizations that are not qualified Section 501(c) (3) public charities. Distributions from donor advised funds will not be made for political

campaigns or legislative activities. Upon review of these recommendations, the Foundation will distribute grants from the Fund in accordance with the Foundation's policies and procedures.

6. The Donor reserves the right to appoint secondary advisors to the Fund to make distributions in accordance with Section 5 upon the death of the Donor in accordance with the Foundation's Multigenerational Successor Advisor Policy. It is understood that this appointment can only be made so long as it does not jeopardize the Foundation's status with the Internal Revenue Service as described in Section 9 below and as approved by the Board.
7. The privilege to make recommendations for distributions from the Fund shall terminate upon the death of the Donor, unless the Donor has appointed a secondary advisor(s) to make distribution upon the Donor's death. In the event of the appointment of a secondary advisor(s), the privilege to make a recommendation terminates upon the death of the secondary advisor(s). At the end of the termination of the privilege to make recommendations, unless the Donor or secondary advisor has exercised the privilege of designating certain qualified non-profit organizations to benefit from the income of the Fund following the death of the last advisor or stipulated that the Fund shall become a field of interest fund upon the death of the last advisor, subject, in each case, to the Foundation's variance powers, upon the death of the last advisor, the remaining balance of the Fund will be added to the unrestricted endowment of the Foundation to be distributed by the Foundation to serve such community needs as determined from time to time by the Board of Directors.
8. Income shall be calculated as a percentage of the market value of the Fund using a total return investment and spending approach as provided for in the Foundation's Investment & Spending Policies (as may from time-to-time be amended). The Foundation shall have the ultimate authority over and control of all property in the Fund and all distributions from the Fund. The Board shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Board such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served.
9. The Foundation will provide accounting and related financial management services associated with the Fund. Assets of the Fund may be commingled for purposes of investments with other assets of the Foundation. Control over the investment or reinvestment of such assets and the asset management of the Fund will be exercised exclusively by the Foundation.
10. The Fund will be assessed an administrative fee, which is currently calculated as a percentage of Fund market value as provided by the Foundation's Investment & Spending Policies. The Fund will be assessed an investment management fee in accordance with the fees charged by the mutual funds or investment managers used by the Foundation.
11. The Fund shall be a component part of the Foundation and not a separate trust, and nothing in this agreement shall affect the status of the Foundation as an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, and as an organization which is not a private Foundation within the meaning of Section 509(a) of the Code. The Fund will be administered in accordance with all federal, state and local laws governing community foundations and Internal Revenue Service regulations applicable to the grants to be awarded from the Fund. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirement of the foregoing provisions of the federal tax laws and regulations issued pursuant thereto. The Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions of the Internal Revenue Code of 1986 shall be deemed references to the corresponding provisions of any future Internal Revenue Law.

DONOR

WITNESS

OFFICER NAME
OFFICER TITLE
First Community Foundation Partnership
of Pennsylvania

WITNESS

First Community Foundation Partnership of Pennsylvania

Insert Name of Fund

FIELD OF INTEREST FUND AGREEMENT

This Field of Interest Fund Agreement (“Agreement”) dated [Insert Date] is by and between [Insert Donor name] (individually and if more than one person, individually and collectively, “the Donor”), [address] and the First Community Foundation Partnership of Pennsylvania (“the Foundation”), 201 West Fourth Street, Williamsport, PA 17701.

21

Background

Optional paragraph on background of donor and fund creation. Include relationship with community and/or organization.

Terms and Conditions

The Donor is making a gift to the Foundation of *[insert amount of gift, number of shares of stock, or other description of donated property]* . Delivery of said property constitutes an outright irrevocable gift to the Foundation upon the Foundation’s acceptance of the gift to be used by the Foundation in carrying out its charitable purposes as set forth in the Foundation’s Articles of Incorporation and Bylaws which shall be held and distributed by the Foundation upon the following terms and conditions:

1. A (*permanent or non permanent*) fund shall be established on the books of the Foundation which shall be known as the Fund (“the Fund”).
2. The Fund is established to benefit (insert geographic field_____), Pennsylvania through grants made to deserving and qualified non-profit entities as set forth in Section 5 below.
3. The Fund shall include the property received from the Donor, such property as has been or as may be, from time to time, transferred to the Foundation by the Donor for inclusion in the Fund, such property as may, from time to time, be received by the Foundation from any other source, if accepted by it for inclusion in the Fund, and all income from the foregoing property. Those assets will be held for charitable purposes of the community in accordance with this Agreement and the governing policies of the Foundation, subject to the provisions of the Foundation’s governing policies for the acceptance and rejection of gifts.
4. The Fund shall be the property of the Foundation held by it in its normal corporate capacity, subject to its governing documents (as may from time-to-time be amended), and administered by its Board of Directors (“the Board”) and staff; it shall not be deemed a trust fund held by it in a trustee capacity.
5. The purpose of the Fund shall be to provide grants from the Fund’s income [*if non-permanent add and principal*] for the benefit of [*name of a*

programmatic area of interest] in the geographic area designated in Section 2. (Insert information on selection committee if applicable)

6. Income shall be calculated as a percentage of the market value of the Fund using a total return investment and spending approach as provided for in the Foundation's Investment & Spending Policies (as may from time-to-time be amended). The Foundation shall have the ultimate authority over and control of all property in the Fund and all distributions from the Fund. The Board shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Board such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served.
7. The Foundation will provide all appropriate accounting and related financial management services associated with the Fund. Assets of the Fund may be commingled for purposes of investments with other assets of the Foundation. Control over the investment or reinvestment of such assets and the asset management of the Fund will be exercised exclusively by the Foundation.
8. The Fund will be assessed an administrative fee, which is currently calculated as a percentage of Fund market value as provided by the Foundation's Investment & Spending Policies. The Fund will be assessed an investment management fee in accordance with the fees charged by the mutual funds or investment managers used by the Foundation.
9. The Fund shall be a component part of the Foundation and not a separate trust, and nothing in this agreement shall affect the status of the Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, and as an organization which is not a private Foundation within the meaning of Section 509(a) of the Code. The Fund will be administered in accordance with all federal, state and local laws governing community foundations and Internal Revenue Service regulations applicable to the grants to be awarded from the Fund. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirement of the foregoing provisions of the federal tax laws and regulations issued pursuant thereto. The Foundation is authorized to amend this agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions of the Internal Revenue Code of 1986 shall be deemed references to the corresponding provisions of any future Internal Revenue Law.

DONOR

WITNESS

OFFICER NAME
OFFICER TITLE
First Community Foundation
Partnership of Pennsylvania

WITNESS

First Community Foundation Partnership of Pennsylvania
Insert Name of Fund
ORGANIZATIONAL ENDOWMENT FUND AGREEMENT

This Organizational Endowment Fund Agreement (“Agreement”) dated (Insert Date) is by and between (Insert Donor name) (“the Donor”), (address) and the First Community Foundation Partnership of Pennsylvania (“the Foundation”), 201 West Fourth Street, Williamsport, PA 17701.

23

Background

Optional paragraph on background of organization and fund creation.

Terms and Conditions

1. A (*permanent or non permanent*) fund shall be established on the books of the Foundation which shall be known as the Fund (“the Fund”) for the benefit of Donor through grants from the Fund’s income (if non permanent include and principal) in support of _____
2. The Fund shall include the property received from the Donor, such property as has been or as may be, from time to time, transferred to the Foundation by the Donor for inclusion in the Fund, and such property as may, from time to time, be received by the Foundation from any other source, if accepted by it for inclusion in the Fund, and all income from the foregoing property. Those assets will be held for charitable purposes of the community in accordance with this Agreement and the governing policies of the Foundation, subject to the provision of the Foundation’s governing policies for the acceptance and rejection of gifts.
3. The Fund shall be the property of the Foundation held by it in its normal corporate capacity, subject to its governing documents (as may from time-to-time be amended), and administered by its Board of Directors (“the Board”) and staff; it shall not be deemed a trust fund held by it in a trustee capacity.
4. While the Foundation does not normally make principal distributions from a permanent endowment fund, such distributions may be made by the Foundation from the Fund, in the event an extraordinary circumstance such as the need by the Donor to acquire or renovate a capital asset or an unexpected financial need of the Donor that is not likely to recur. Such distribution shall be made by the Foundation, in the sole discretion of its Board, upon request in such form as the Board may require, from “distributable assets”. As used herein, “distributable assets” means funds contributed by the Donor, provided that such funds were not received by the Donor from a third party with the express intent that those funds be held in perpetuity, with only earnings thereon to be expended. “Distributable assets” also does not include property contributed by third parties to the Fund.

At the time Donor transfers property to the Foundation for inclusion in the Fund, Donor shall notify Foundation if any part of that property was received by the Donor from a third party are not “distributable assets”. Absent such notification from the Donor, the funds shall be considered “distributable assets”.

(If this is a non permanent Fund, delete Section 4)

Income shall be calculated as a percentage of the market value of the Fund using a total return investment and spending approach as provided for in the Foundation's Investment & Spending Policies (as may from time-to-time be amended).

The Foundation shall have the ultimate authority over and control of all property in the Fund and all distributions from the Fund. The Board shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Board, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served.

5. The Foundation will provide all appropriate accounting and related financial management services associated with the Fund. Assets of the Fund may be commingled for purposes of investments with other assets of the Foundation. Control over the investment or reinvestment of such assets and the asset management of the Fund will be exercised exclusively by the Foundation.
6. The Fund will be assessed an administrative fee, which is currently calculated as a percentage of Fund market value as provided by the Foundation's Investment & Spending Policies. The Fund will be assessed an investment management fee in accordance with the fees charged by the mutual funds or investment managers used by the Foundation.
7. The Fund shall be a component part of the Foundation and not a separate trust, and nothing in this agreement shall affect the status of the Foundation as an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, and as an organization which is not a private Foundation within the meaning of Section 509(a) of the Code. The Fund will be administered in accordance with all federal, state and local laws governing community foundations and Internal Revenue Service regulations applicable to the grants to be awarded from the Fund. This Agreement shall be interpreted in a manner consistent with the foregoing intention, and so as to conform to the requirement of the foregoing provisions of the federal tax laws and regulations issued pursuant thereto. The Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions of the Internal Revenue Code of 1986 shall be deemed references to the corresponding provisions of any future Internal Revenue Law.

DONOR

WITNESS

OFFICER NAME
OFFICER TITLE
First Community Foundation
Partnership of Pennsylvania

WITNESS

First Community Foundation Partnership of Pennsylvania Insert Name of Fund

SCHOLARSHIP FUND AGREEMENT

This Scholarship Fund Agreement (“Agreement”) dated (Insert Date) is by and between (Insert Donor name) (individually and if more than one person, individually and collectively, the “Donor”), (address) and the First Community Foundation Partnership of Pennsylvania (“the Foundation”), 201 West Fourth Street, Williamsport, PA 17701.

25

Background

Optional paragraph on background of donor and fund creation. Include relationship with community and/or organization.

Terms and Conditions

The Donor is making a gift to the Foundation of (insert amount of gift, number of shares of stock, or other description of donated property) . Delivery of said property constitutes an outright irrevocable gift to the Foundation upon the Foundation’s acceptance of the gift to be used by the Foundation in carrying out its charitable purposes as set forth in the Foundation’s Articles of Incorporation and Bylaws which shall be held and distributed by the Foundation upon the following terms and conditions:

1. A (*permanent or non permanent*) fund shall be established on the books of the Foundation which shall be known as the Fund (“the Fund”).
2. The Fund is established to benefit graduating students of (insert geographic area) , Pennsylvania enrolled in qualifying accredited institutions of higher education through scholarship grants to such institutions as set forth in Section 5 below.
3. The Fund shall include the property received from the Donor, such property as has been or as may be, from time to time, transferred to the Foundation by the Donor for inclusion in the Fund, and such property as may, from time to time, be received by the Foundation from any other source, if accepted by it for inclusion in the Fund, and all income from the foregoing property. Those assets will be held for charitable purposes of the community in accordance with this Agreement and the governing policies of the Foundation, subject to the provision of the Foundation’s governing policies for the acceptance and rejection of gifts.
4. The Fund shall be the property of the Foundation held by it in its normal corporate capacity, subject to its governing documents (as may from time-to-time be amended), and administered by its Board of Directors (“the Board”) and staff; it shall not be deemed a trust fund held by it in a trustee capacity.
5. The purpose of the Fund shall be to provide scholarships from the Fund’s income (*if non permanent add and principal*) to (*describe nature of the scholarships to be awarded*) . Scholarship recipients shall be selected by the (name of high school) School Scholarship Committee. If, at any time, the (name of high school) High School’s Scholarship Committee does not select a recipient, then the Foundation’s General Scholarship Committee shall select the scholarship recipient(s). The criteria for selection of scholarship recipients is attached as Schedule A.

- 6. Income shall be calculated as a percentage of the market value of the Fund using a total return investment and spending approach as provided for in the Foundation’s Investment & Spending Policies (as may from time to time be amended). The Foundation shall have the ultimate authority over and control of all property in the Fund and all distributions from the Fund. The Board shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Board such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served.
- 7. The Foundation will provide all appropriate accounting and related financial management services associated with the Fund. Assets of the Fund may be commingled for purposes of investments with other assets of the Foundation. Control over the investment or reinvestment of such assets and the asset management of the Fund will be exercised exclusively by the Foundation.
- 8. The Fund will be assessed an administrative fee, which is currently calculated as a percentage of Fund market value as provided by the Foundation’s Investment & Spending Policies. The Fund will be assessed an investment management fee in accordance with the fees charged by the mutual funds or investment managers used by the Foundation.
- 9. The Fund shall be a component part of the Foundation and not a separate trust, and nothing in this agreement shall affect the status of the Foundation as an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, and as an organization which is not a private Foundation within the meaning of Section 509(a) of the Code. The Fund will be administered in accordance with all federal, state and local laws governing community foundations and Internal Revenue Service regulations applicable to the grants to be awarded from the Fund. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirement of the foregoing provisions of the federal tax laws and regulations issued pursuant thereto. The Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions of the Internal Revenue Code of 1986 shall be deemed references to the corresponding provisions of any future Internal Revenue Law.

DONOR

WITNESS

OFFICER NAME
OFFICER TITLE
First Community Foundation
Partnership of Pennsylvania

WITNESS

Schedule A

(Define Criteria for Selecting Scholarship Recipients)

(e.g., Area of Study, Financial Need, College Attending, GPA, Class Rank, etc.)

First Community Foundation Partnership of Pennsylvania
Insert Name of Fund

UNRESTRICTED FUND AGREEMENT

This Unrestricted Fund Agreement (“Agreement”) dated (Insert Date) is by and between (Insert Donor name) (individually and if more than one person, individually and collectively, the “Donor”), (address) and the First Community Foundation Partnership of Pennsylvania (“the Foundation”), 201 West Fourth Street, Williamsport, PA 17701.

Background

Optional paragraph on background of donor and fund creation. Include relationship with community and/or organization.

Terms and Conditions

The Donor is making a gift to the Foundation of _____ (insert amount of gift, number of shares of stock, or other description of donated property) _____. Delivery of said property constitutes an outright irrevocable gift to the Foundation upon the Foundation’s acceptance of the gift to be used by the Foundation in carrying out its charitable purposes as set forth in the Foundation’s Articles of Incorporation and Bylaws which shall be held and distributed by the Foundation upon the following terms and conditions:

1. A (*permanent or non permanent*) fund shall be established on the books of the Foundation which shall be known as the _____ Fund (“the Fund”).
2. The Fund is established to further the general charitable purposes of the Foundation through periodic distributions in support of the Foundation’s grantmaking made to deserving and qualified non-profit entities as set forth in Section 5 below.
3. The Fund shall include the property received from the Donor, such property as has been or as may be, from time to time, transferred to the Foundation by the Donor for inclusion in the Fund, and such property as may, from time to time, be received by the Foundation from any other source, if accepted by it for inclusion in the Fund, and all income from the foregoing property. Those assets will be held for charitable purposes of the community in accordance with this Agreement and the governing policies of the Foundation, subject to the provisions of the Foundation’s governing policies for the acceptance and rejection of gifts.
4. The Fund shall be the property of the Foundation held by it in its normal corporate capacity, subject to its governing documents (as may from time-to-time be amended), and administered by its Board of Directors (“the Board”) and staff; it shall not be deemed a trust fund held by it in a trustee capacity.
5. The income [*if non permanent add and principal*] from the Fund shall be used to support the most pressing current and future needs as determined by the Board.

- 6. Income shall be calculated as a percentage of the market value of the Fund using a total return investment and spending approach as provided for in the Foundation’s Investment & Spending Policies (as may from time-to-time be amended). The Foundation shall have the ultimate authority over and control of all property in the Fund and all distributions from the Fund.
- 7. The Foundation will provide all appropriate accounting and related financial management services associated with the Fund. Assets of the Fund may be commingled for purposes of investments with other assets of the Foundation. Control over the investment or reinvestment of such assets and the asset management of the Fund will be exercised exclusively by the Foundation.
- 8. The Fund will be assessed an administrative fee, which is currently calculated as a percentage of Fund market value as provided by the Foundation’s Investment & Spending Policies. The Fund will be assessed an investment management fee in accordance with the fees charged by the mutual funds or investment managers used by the Foundation.
- 9. The Fund shall be a component part of the Foundation and not a separate trust, and nothing in this agreement shall affect the status of the Foundation as an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, and as an organization which is not a private Foundation within the meaning of Section 509(a) of the Code. The Fund will be administered in accordance with all federal, state and local laws governing community foundations and Internal Revenue Service regulations applicable to the grants to be awarded from the Fund. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirement of the foregoing provisions of the federal tax laws and regulations issued pursuant thereto. The Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions of the Internal Revenue Code of 1986 shall be deemed references to the corresponding provisions of any future Internal Revenue Law.

DONOR

WITNESS

OFFICER NAME
OFFICER TITLE
First Community Foundation
Partnership of Pennsylvania

WITNESS

Creating Powerful Communities Through Passionate Giving®

